

MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION THE MISSOURI TEACHER EDUCATION SCHOLARSHIP PROGRAM

PROMISSORY NOTE AND DISCLOSURE STATEMENT FOR EXTENSION OF INTERIM STUDENT CREDIT

P.O. BOX 480 JEFFERSON CITY, MISSOURI 65102-0480

SECTION I. MEANING OF WORDS IN THIS NOTE.

- B. The words "you" and "your" mean the Missouri Department of Elementary and Secondary Education.
- C. The word "Note" includes all sections of this promissory note and disclosure statement. The disclosures are part of the terms of the Note.
- D. The words "Interim Period" mean the period of time elapsing between the Missouri Department of Elementary and Secondary Education's payment of the loan funds under this Note and the date on which repayment is to begin.
- E. The initials "DESE" designate the "Department of Elementary and Secondary Education."
- F. The initials "CSR" designate the "Code of State Regulations."
- G. The initials "MTESP" designate the "Missouri Teacher Education Scholarship Program."
- H. The initials "MOHELA" designate the "Missouri Higher Education Loan Authority."

SECTION II. FEDERAL TRUTH-IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE for interim period.

The cost of my credit at a yearly rate.
9.5%

ANNUAL PERCENTAGE RATE for repayment period.

The cost of my credit at a yearly rate.
9.5%

AMOUNT FINANCED
The amount of credit provided to me or on my behalf.
\$500

If I pay off early, I will not have to pay a penalty.

See the rest of this Note for any additional information about nonpayment, deferment, cancellation, and default.

Itemization of the Amount Financed.

Scholarship/Loan Amount

\$500.00

SECTION III. PROMISE TO PAY

A. I, _______, promise to pay to the DESE or MOHELA the

Amount Financed, \$500, to the extent it is advanced to me, plus simple interest to be computed at the rate of 9.5% per year on the unpaid balance of the amount financed. Interest shall begin at the time payment is required to begin and shall accrue until the loan is paid in full or cancelled. My loan may be sold to MOHELA for collection.

B. If I fail to pay any of the amounts set forth in the immediately preceding paragraph, I agree to pay all costs permitted by law, including attorneys' fees and court costs that are necessary for the collection of the amounts owed under this Note.

SECTION IV. GENERAL

- A. I understand that the terms of this Note shall be interpreted according to the provisions of Sections 160.276, 160.278, 160.281, and 160.382, Revised Statutes of Missouri, and the rules adopted and promulgated thereunder found at 5 CSR 80-850.010, governing the MTESP. The terms of this Note are not intended to omit or limit any of the provisions of those statutes or rules.
- B. I shall notify the DESE annually on October 1 of each year until the full amount of this Note (plus accrued interest) has been paid or forgiven of any change of name, address, institutional enrollment status, teacher employment status, or any other event affecting my responsibilities under the conditions of the MTESP on the form prescribed by the DESE.
- C. I understand that the Missouri Teacher Education Scholarship is a one-time, non-renewable scholarship to be used in one academic year. I will not receive more than \$1000 total from the State of Missouri under the provisions of this Program.

SECTION V. WHEN REPAYMENT BEGINS

- A. The DESE or MOHELA will mail a repayment schedule to me before my repayments are to begin. I understand that these payments are to be made monthly, quarterly, semi-annually or annually as determined by the DESE or MOHELA. the entire amount of the loan must be repaid within two years of the first payment.
- B. If I do cease my studies leading to teacher certification prior to receiving a degree from a college or university then, in accordance with the terms of §168.281, RSMo, and 5 CSR 80-850.010, the scholarship amount shall be treated as a loan, I shall consider it as such, and I shall repay the amount plus interest at the rate of nine and one-half percent (9.5%) per year on the unpaid balance of the amount received from the DESE from the date I cease study leading to teacher certification until the amount received has been paid back to the DESE or MOHELA.

- C. If I fail to be hired for or to accept a full-time teaching position in a Missouri public elementary or secondary school within ten (10) months after receiving certification to teach in Missouri public elementary and secondary schools, the scholarship amount shall be treated as a loan, I shall consider it as such, and I shall repay the amount plus interest at the rate of nine and one-half percent (9.5%) per year on the unpaid balance of the amount received from the DESE from the date ten (10) months after I have received such certification to teach in public elementary or secondary schools until the amount has been paid back to the DESE or MOHELA.
- D. If I do not continue to teach on a full-time basis in a Missouri public elementary or secondary school for a period of five (5) years after receiving a degree, the scholarship amount shall be treated as a loan, I shall consider it as such, and I shall pay the amount plus interest at the rate of nine and one-half percent (9.5%) per year on the unpaid balance of the amount received from the DESE from the date I ceased to teach until the amount received has been paid back to the DESE or MOHELA. For each year, up to five (5) years, that I teach in a Missouri public elementary or secondary school, one-fifth (1/5) of the amount received under the scholarship program shall be applied against the total amount received and shall not be subject to repayment.

SECTION VI. CANCELLATION OF PRINCIPAL AND INTEREST

- A. If I enroll in and complete a college program designed to qualify me for a Missouri teaching certificate within five (5) years from the date of receiving funds from the DESE (three (3) years if I have transferred from a junior or community college) and if I teach in a Missouri public elementary or secondary school on a full-time basis for a period of five (5) years after receiving a teaching certificate, this note shall be cancelled.
- B. If I become totally and permanently disabled, I may be allowed to cancel my obligation to pay principal and interest. I understand that total and permanent disability means that I an unable to engage in any substantial gainful activity because of a medically determinable impairment that is expected to continue for a long or indefinite period of time or to result in death. I agree to submit to the DESE a physician's statement certifying the nature of my disability and the expected duration.

SECTION VII. DEFAULT AND BANKRUPTCY

- A. I understand that I am in default on this Note if I fail or refuse to make a total of three (3) consecutive scheduled payments due in accordance with the terms of this Note; thereafter, payment of principal and interest is due in full within one (1) year of the date of default.
- B. If I have not made satisfactory payment arrangements to pay the amount due because of my default status, my default status will be reported to a national credit bureau.
- C. If, either voluntarily or involuntarily, I become the subject of a proceeding under the bankruptcy laws of the United States of America, I shall immediately report such to the DESE and send the DESE a copy of the petition.

SECTION VIII. REPAYMENT NOT TRIGGERED

- A. I agree that the amount I received (plus interest) shall be repaid to the DESE or MOHELA within two (2) years of the date of default; except that, repayment shall not be triggered—
 - (1) For a period of not more than one (1) year by my returning to full-time study after two (2) years of teaching in a Missouri public elementary or secondary school; or
 - (2) For a period of not more than one (1) semester by my requesting and receiving maternity leave from a Missouri public school district if I return to a teaching position in a Missouri public elementary or secondary school following such interruption of employment.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THE FRONT AND REVERSE SIDES OF THIS NOTE INCLUDING DISCLOSURES AND INTEND TO BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. I ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE INCLUDING DISCLOSURES.

DATE SIGNED	SIGNATURE OF BORROWER			SOCIAL SECURITY NUMBER		
ADDRESS		CITY			STATE	ZIP CODE
NOTARY PUBLIC						
NOTARY PUBLIC EMBOSSER SEAL OR BLACK INK RUBBER STAMP	STATE OF			COUNTY (OR CITY OF ST. LOUIS)		
	SUBSCRIBED AND SWORN BEFORE ME, THIS					
		DAY OF	YEAR	JSE RUBBER	STAMP IN CLI	EAR AREA BELOW.
	NOTARY PUBLIC SIGNATURE		MY COMMISSION EXPIRES			
	NOTARY PUBLIC NAME (TYPED OR PRINTED)					